

05-48053

DISABILITY INCOME RIDER FOR DISABILITIES BEGINNING BEFORE AGE 60

This Rider is part of the Policy to which it is attached. Except as stated in this Rider, Policy definitions and terms apply to this Rider and it is subject to all conditions of the Policy.

Subject to the provisions of this Rider, this Rider provides a Monthly Disability Income Benefit. If the Insured has a Total Disability while this Rider is in force, Monthly Disability Income Benefits will be paid according to the terms of this Rider.

This Rider takes effect on the Policy Date of the Policy. In this Rider, "We", "Us" or "Our" means [REDACTED] "You" and "Your" means the Owner of the Policy; and the "Insured" means the person named on the Policy Specifications page of the Policy.

Consideration

This Rider is issued in consideration of the application, a copy of which is attached to the Policy, and payment of the monthly deduction of the cost of insurance for this Rider. The cost of insurance for this Rider is a part of the cost of insurance in all policy calculations. The cost of insurance will never exceed the guaranteed maximum cost of insurance for this Rider as shown on the Policy Specifications page for this Rider.

Definitions

Care: Appropriate treatment from a licensed Health Care Provider whose specialty is appropriate for the Injury or Sickness causing the Total Disability including frequency of treatment according to generally accepted medical standards.

Elimination Period: The time period during which the Insured must have a continuous Total Disability from the same or related Injury or Sickness before Monthly Disability Income Benefits become payable. The Elimination Period is ninety (90) days. No Monthly Disability Income Benefits are payable during the Elimination Period.

Health Care Provider: Means a physician, psychologist or other person who is expressly authorized by law to perform services within the scope of their license or certificate. The Health Care Provider cannot be the Insured, Owner, anyone to whom the Insured or Owner is related by blood or marriage, or anyone with whom the Insured or Owner shares a business interest.

Injury: Means physical harm or damage to the body.

Maximum Benefit Period: The longest period for which Monthly Disability Income Benefits are payable for any one period of continuous Total Disability, regardless of whether the Total Disability is from one or more causes. The Maximum Benefit Period is two (2) years for this Rider. The Maximum Benefit Period begins after the Elimination Period. No Monthly Disability Income Benefits are payable after the end of the Maximum Benefit Period, even if the Insured still has a Total Disability.

Monthly Disability Income Benefit: The amount that We will pay at the end of each month of Total Disability according to the terms of this Rider. This amount is shown on the Policy Specifications page for this Rider.

Occupation: The profession or professions in which the Insured was engaged immediately prior to the date on which the Total Disability began. If the Insured was not engaged in any profession when the Total Disability began, then 'Occupation' means any profession or professions for which the Insured may qualify by reason of education, training or experience.

Pre-Existing Condition: Means the Insured received medical treatment, Care or services for a diagnosed condition or took prescribed medication for a diagnosed condition in the twenty-four (24) months immediately prior to the Policy Date of the Policy, or the Insured suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in Your application; for which (i) the Insured received advice or treatment from a Health Care Provider within the two (2) years prior to the Issue Date of this Rider; or (ii) which caused symptoms within one (1) year prior to the Issue Date of this Rider for which a prudent person would usually seek medical advice or treatment, and the Total Disability caused or substantially contributed to by the condition begins in the first twenty-four (24) months after the Policy Date of the Policy.

Sickness: A disease, illness or condition which is first manifested while this Rider is in force.

Substantial and Material Acts: Means acts that are normally required for the performance of the Insured's usual Occupation and cannot be reasonably omitted or modified.

Total Disability: Means that as a result of Sickness or Injury the Insured is not able to engage with reasonable continuity in any Occupation in which he or she could reasonably be expected to perform satisfactorily in light of his or her age, education, training, experience, station in life, and physical and mental capacity.

Monthly Disability Income Benefits

During the Total Disability of the Insured and subject to all of the provisions of this Rider, We will pay the Monthly Disability Income Benefit until the earlier of the end of the Maximum Benefit Period for such Total Disability or the date such Total Disability ceases, provided that:

1. Total Disability begins while this Rider is in force;
2. Total Disability begins before the Date of Expiry shown on the Policy Specifications page for this Rider;
3. The Total Disability is the result of an Injury or Sickness;
4. The Insured has a Total Disability as defined in this Rider;
5. Total Disability has been continuous during the Elimination Period;
6. The Insured is receiving the Care of a Health Care Provider that is appropriate for the Injury or Sickness causing the Total Disability unless Care of a Health Care Provider will not improve the Insured's disabling condition(s) or will not prevent a worsening of the Insured's disabling condition(s); and
7. The Insured's Total Disability did not result from, and was not contributed to by, the conditions outlined in the **Exclusions & Limitations** provision of this Rider.

The Monthly Disability Income Benefit will begin to accrue after the Insured has a Total Disability for the entire Elimination Period and the Insured has met all of the requirements for the Monthly Disability Income Benefit under this Rider. Benefits are paid monthly, in arrears. Benefits for less than one calendar month are paid on a per day basis of 1/30th of the Monthly Disability Income Benefit.

Presumptive Disability

We will presume that the Insured has a Total Disability if, as a result of an Injury or Sickness, there is the total and irrecoverable loss of either:

- Sight of both eyes; or
- Use of both hands or feet; or
- Use of one hand and one foot.

For a presumed Total Disability, We will pay the Monthly Disability Income Benefit for the Maximum Benefit Period. The Elimination Period does not apply to a presumed Total Disability.

Successive Periods Of Total Disability

We will consider successive periods of Total Disability to be a single period of Total Disability, subject to the Maximum Benefit Period, unless:

- (1) Between the two periods, the Insured has engaged in an occupation for wage or profit, full time, for a continuous period of six (6) months; or

- (2) The subsequent period of Total Disability results from an Injury or Sickness that is unrelated to the cause of the previous period of Total Disability.

One Elimination Period and one Maximum Benefit Period will apply to each single period of Total Disability.

Concurrent Disability

We will consider a period of Total Disability that is due to more than one cause as a single period of Total Disability. In no event will more than the Monthly Disability Income Benefit be paid for a single period of Total Disability, regardless of whether the Total Disability is due to more than one cause.

Exclusions & Limitations

We will not pay the Monthly Disability Income Benefit if Total Disability results from, or is contributed to by, any of the following:

- Attempted suicide while sane or insane, or an intentionally self-inflicted injury.
- Committing or attempting to commit a felony.
- War, or any act of war, declared or undeclared.
- Any loss sustained or contracted in consequence of the Insured being intoxicated or under the influence of any controlled substance unless administered on the advice of a physician.
- Normal pregnancy or childbirth, except for Total Disability due to complications of pregnancy.
- A Pre-Existing Condition.
- Mountaineering, sky diving, hang gliding, scuba diving or bungee jumping.
- Participating in any form of aviation other than as a fare-paying passenger in a fully licensed passenger carrying aircraft.

Notice Of Claim And Proof Of Total Disability

Notice Of Claim

Written notice of claim must be given to Us at Our Service Office within thirty (30) days after the occurrence or commencement of any loss covered by this Rider, or as soon thereafter as is reasonably possible. The notice will be sufficient if it identifies the Insured and is sent to Us, or is given to Our agent.

Physical Exam and Autopsy

We have the right to have the Insured examined as often as reasonably necessary while a claim is pending. Any such examination will be at Our expense. We may also have an autopsy performed unless prohibited by law.

Proof Of Loss

The Insured must furnish Us with written proof of loss at Our Service Office in case of claim for loss for which this Rider provides any periodic payment contingent upon continuing loss within the ninety (90) days after the termination of the period for which We are liable and in case of claim for any other loss within ninety (90) days after the date of such loss. Failure to furnish such proof within the time period required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time written proof of loss is otherwise required.

Time Of Payment Of Claim

Indemnities payable under this Rider for any loss other than for which this Rider provides any periodic payment will be paid immediately upon receipt of due written proof of loss. Subject to due written proof of loss, all accrued indemnities for loss for which this Rider provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of Our liability will be paid immediately upon receipt of due written proof.

Disability After The Grace Period

If the Policy enters the Grace Period and the minimum amount required to keep the Policy and this Rider in force is not paid within the Grace Period, and the Insured's Total Disability begins after the expiration of such Grace Period, the Monthly Disability Income Benefit will not be payable.

Legal Actions

No action at law or in equity shall be brought to recover on this Rider prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Rider. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

Contestability

This Rider will be incontestable after it has been in force during the lifetime of the Insured for two (2) years from the Issue Date of this Rider, except in the case of fraudulent misstatements made in the application for insurance. No claim for loss incurred or Total Disability (as defined in this Rider) commencing after two (2) years

from the Issue Date of this Rider shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this Rider.

A new period of contestability will begin if this Rider is reinstated and will apply to statements made by the Insured in the application for reinstatement.

Misstatement Of Age Or Sex

If the Insured misstated his or her age or sex on the application, the amount of the Monthly Disability Income Benefit will be adjusted to the amount which would have been provided by the most recent cost of insurance deduction for this Rider at the true age and sex.

Rider Termination

This Rider will terminate upon the earliest of the following events:

- (1) When coverage terminates under the Policy to which this Rider is attached.
- (2) If this Rider was issued on the life of the Other Insured and any Supplemental Term Insurance Rider on Other Insured that may be attached to the Policy is terminated.
- (3) When the monthly deduction for this Rider or Policy is not paid (subject to the 'Grace Period' provision of the Policy).
- (4) The Date of Expiry shown on the Policy Specifications page for this Rider.
- (5) The date of the Insured's death.
- (6) Your request, in writing, for the termination of this Rider.

Termination of this Rider will not affect an otherwise valid claim for Total Disability that began prior to termination.

Reinstatement

If the minimum amount due is not paid before the grace period ends, the Policy to which this Rider is attached will lapse. If the Policy to which this Rider is attached is reinstated, You may also request reinstatement of this Rider provided the reinstatement occurs within six (6) months after the Rider ceased to be in force. Evidence of insurability acceptable to Us will be required to reinstate this Rider subject to any additional requirements in the reinstatement provision of the Policy. If the application is approved, the Policy and this Rider will be reinstated as of the approval date of the application and upon receipt of the amount required to reinstate the Policy and this Rider. If the minimum amount due is not paid within the grace period, a subsequent acceptance of premium by Us, or by any agent duly authorized by Us to accept such premium, without requiring an application for reinstatement, will reinstate this Rider.

Lacking such approval, the Policy and this Rider will be reinstated on the forty-fifth (45th) day after receipt of the

application and any amount required to reinstate the Policy and this Rider unless We have previously advised the Insured of Our disapproval or We have accepted premium without requiring an application. There is no coverage under this Rider between the date it lapses and the date it is reinstated. Upon reinstatement, the terms of this Rider, including the Monthly Disability Income Benefit, will be the same as before termination, except for any terms added or excluded at the time of reinstatement.

The reinstated Rider will only cover Total Disability resulting from an Injury that occurs after the effective date of the reinstatement or that is caused by a Sickness that manifests itself more than ten (10) days after the effective date of the reinstatement.

Exchange Privilege On Other Insured

If the Supplemental Term Insurance Rider on Other Insured is attached to the Policy and is exchanged for a policy on the life of the Other Insured, this Rider may also be exchanged prior to the Maximum Exchange Date provided: there is a Maximum Exchange Date shown on the Policy Specifications page, and a similar rider is available on the new permanent policy. Evidence of insurability may be required to exchange this Rider. The amount of the Monthly Disability Income Benefit and class of risk must not be increased. The new rider will take effect as of the date of exchange. The rider form and cost of insurance rates in use by Us on the date of exchange for the Attained Age of the Other Insured will be used.